



3. Pursuant to a Settlement Agreement entered into in the Hoge Action, the foregoing remain in full force and effect and LSR is obligated to return all discovery materials to counsel for Harbor. (The relevant portions are annexed as Exhibit C.)

4. Jay Hoge, an individual represented by LSR, previously obtained a judgment against Sands Brothers & Co., Ltd and one Stephen Soler in the sum of \$3,166,000. The documents sought pursuant to the subpoena herein are the result of extensive efforts by LSR on behalf of its client to collect the judgment. Those efforts include, inter alia, the conduct of extensive Supplemental Proceedings and the commencement of the Hoge Action in this Court seeking to set aside certain transfers as being in fraud of creditors. In the Supplemental Proceedings, LSR served numerous information subpoenas and subpoenas duces tecum on the judgment debtors and third-parties. As a result of those efforts, numerous documents were provided to LSR. In addition, three depositions were taken during the course of the Supplemental Proceedings. LSR then commenced the Hoge Action against Sands Brothers and Co., Ltd, a related entity, and Martin and Steven Sands personally. That action was heavily litigated and discovery was sought from the defendants and third-parties. The discovery requests were contested and the parties appeared before Magistrate Judge Pitman on three separate occasions with respect to discovery issues. In addition, a subpoena was served on the NASD seeking various documents, and a motion to compel was required to obtain production of approximately 17,000 pages of documents from the NASD (as well as numerous tapes containing e-mails and other materials). The cost of copying these materials, which was approximately \$3,000, was paid by Mr. Hoge. In addition, as the result of the efforts of LSR, defendants produced numerous documents. These included business records, corporate records and minutes, trust instruments, tax returns, agreements, and documents filed with public

authorities such as the SEC and the NASD. LSR and Hoge's California counsel, Aidikoff, Uhl & Bakhtiari, independently obtained, from numerous sources, including the NASD and the SEC, extensive documents and records. Many of these required the expenditure of funds to obtain copies. Those documents have been produced to defendants pursuant to discovery requests made in the Hoge Action. In addition, the discovery provided by Mr. Hoge includes the trial transcript and exhibits of the underlying NYSE arbitration pursuant to which Mr. Hoge obtained his judgment, and many personal documents pertaining to Mr. Hoge. There are well over 20,000 pages of material that fall within the scope of the subpoena herein. The discovery sought by the Subpoena herein is an attempt to obtain, with no effort or cost, the fruits of the discovery obtained by LSR on behalf of its client in the Supplemental Proceedings and the Hoge Action. That discovery resulted from the labors of counsel and the monies expended by Mr. Hoge. It is estimated that the cost of that discovery (in terms of disbursements and time charges) exceeds \$50,000. Counsel for plaintiff herein should not be permitted to piggy-back on the effort and expense incurred in the Hoge Action and the Supplemental Proceeding and obtain this material without cost. Counsel can and should obtain appropriate discovery as a result of his own efforts.

Dated: April 5, 2006

Labaton Sucharow & Rudoff LLP

By: 

Joseph H. Einstein (JE-9872)

100 Park Avenue  
New York, NY 10017  
212-907-0700

TO: Bruce A. Schoenberg  
420 Lexington Avenue  
New York, New York 10170  
(212) 986-4888

David Cohen  
575 Madison Avenue  
New York, New York 10022  
(212) 665-0404

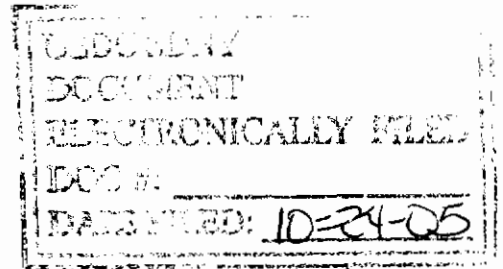
Cirino M. Bruno, Esq.  
Gusrae Kaplan Bruno & Nusbaum, PLLC  
120 Wall Street  
New York, New York 10005-3977  
(212) 269-1400

Alan C. Trachtman, Esq.  
Healy & Baillie, LLP  
61 Broadway  
New York, New York 10006-2834  
(212) 709-9251

Martin P. Russo, Esq.  
Kuzman Eisenberg Corbin Lever  
& Goodman, LLP  
675 Third Avenue, 18th Fl.  
New York, New York 10017  
(914) 285-9800

Exhibit A

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



JAY HOGE,

Plaintiff,

CASE NO.: 05 CV 3849 (HB)

-against-

HARBOR CONSULTANTS LTD., formerly known  
as SANDS BROTHERS & CO. LTD., LAIDLAW &  
CO. (UK), LTD., formerly known as SANDS  
BROTHERS INTERNATIONAL LTD., STEVEN  
SANDS and MARTIN SANDS,

Defendants.

**CONFIDENTIALITY AGREEMENT**

WHEREAS, this Confidentiality Agreement ("Confidentiality Agreement"), voluntarily entered into by and among Jay Hoge ("Plaintiff") and Harbor Consultants Ltd., Laidlaw & Co. (UK), Ltd., Steven Sands and Martin Sands ("Defendants") parties to the above-captioned action (the "Action") and various persons and/or entities as set forth herein, are engaged in the production of documents and information within the Action ("Discovery");

WHEREAS, it will be necessary to reveal confidential and/or proprietary documents and/or information of Defendants and/or Plaintiff during the course of Discovery;

WHEREAS, any document and all information previously exchanged or to be exchanged by or among the parties in Discovery shall be deemed confidential unless specifically designated otherwise;

WHEREAS, the parties wish to protect against the disclosure and dissemination of such Discovery to unauthorized third parties or the public at large and to prevent the use of such Discovery for any purpose unrelated to this Action;

IT IS STIPULATED AND AGREED, by and between the parties, that the following provisions shall govern the handling of Discovery throughout the proceedings in this Action and thereafter;

1. This Confidentiality Agreement covers the production and use of all Discovery.

2. (a) Discovery material produced in the course of discovery either formally or informally by Defendants and/or Plaintiff shall be deemed Confidential Information.

(b) Discovery material shall be retained by the parties' respective counsel and, except by express written agreement with counsel that produced Discovery, shall not be disclosed to any person except those specified in paragraph 3 hereof, and shall be used by any recipient authorized by the Confidentiality Agreement to receive or review such Discovery solely for the limited purpose of this Action, and not for any business, commercial or other purpose, unless otherwise ordered by the Court.

3. (a) Access to Confidential Information shall be limited to the following

categories of persons: (i) counsel for the parties, (ii) Plaintiff and Defendants, (iii) said counsels' paralegals, investigator, secretarial and clerical staff, (iv) persons engaged in preparing transcripts of testimony of hearings in this Action, (v) the Judge presiding over this Action (and jury if applicable), and (vi) any expert engaged by Defendants and/or Plaintiff to assist with this matter. Court stenographers in this case should also agree in writing to be bound by this order.

(b) Whenever Defendants and/or Plaintiff wish to provide a person other than those designated in subsection (a) above with access to Discovery, counsel for Defendants and/or Plaintiff must identify in writing the person for whom authorization is sought to opposing counsel at least (5) business days prior to disclosing any Discovery to such person. Such written identification shall be accomplished by notifying all counsel in writing of the person's name, address, place of employment, employment history. Notification of identity shall be by facsimile or overnight mail to counsel for Defendants and/or Plaintiff. No Discovery of Defendants and/or Plaintiff shall be disclosed to such person until (i) Defendants and/or Plaintiff has had an opportunity to object as described in paragraph 4 below; (ii) any dispute that may arise over authorizing such person to receive Discovery has been resolved in accordance with paragraph 4 below; and (iii) written Acknowledgement in the form of Exhibit "A" attached hereto is executed and delivered to counsel for Defendants and/or Plaintiff within three (3) days after execution, acknowledging that such person has read and understands the terms of this Confidentiality Agreement and agrees to comply with and be bound by this



Confidentiality Agreement, unless or until modified by written agreement of the parties.

4. If Defendants and/or Plaintiff objects to authorizing a particular person to receive Discovery, Defendants and/or Plaintiff shall, within three (3) business days of receipt of the notification of identity and the personal information described in paragraph 3(b), provide written notification of such objection to counsel for Defendants and/or Plaintiff. Such written notification shall include a statement of the reasons for such objection and shall not be made arbitrarily or unreasonably. Failure to object within the aforementioned three (3) business days shall be deemed a waiver of objection, but shall not preclude any later objection to the particular person's continued access to Discovery where facts suggesting a basis for objection are subsequently learned by Defendants and/or Plaintiff, or their counsel. The parties acknowledge that the purpose of this paragraph is to protect their confidential and/or proprietary information, and not to put any of them in a position of being able to select one of the other party's experts. If a dispute arises regarding disclosure of the whole or any portion of any Discovery belonging to any party, the party objecting to such disclosure must demonstrate that the information sought to be protected cannot be adequately protected by the opposing party's expert's execution of the written Acknowledgement, the form of which is annexed hereto as Exhibit "A".

5. Anyone receiving Discovery hereunder shall not disclose such Discovery to any person to whom disclosure is not authorized by the terms of this Confidentiality Agreement.

6. All documents of any nature, including briefs, which contain Confidential Information which are filed with the Court shall be filed under seal in an envelope or other container marked with the title of the action, the title of the court filing which contains the Confidential Discovery Material, and a statement substantially in the following form:

**"CONFIDENTIAL"**

 **FILED PURSUANT TO A PROTECTIVE ORDER  
DATED OCTOBER 21, 2005 IN CIV. NO. 05 CV 3849 (HB)**

**THIS ENVELOPE IS NOT TO BE OPENED NOR ARE THE  
CONTENTS THEREOF TO BE DISPLAYED OR  
REVEALED EXCEPT BY OR TO QUALIFIED PERSONS  
OR BY COURT ORDER.**

7. Should any Confidential Information be disclosed, through inadvertence or otherwise, to any person or party not authorized under this order, then, in addition to any penalties for violation of this order to which the disclosing party maybe subject, the disclosing party shall use its best efforts to bind such unauthorized person to the terms of this order; and the disclosing party shall: (a) promptly inform such person of all the provisions of this order; (b) immediately advise the producing party of the identity of Confidential Information so disclosed and the identity of the person(s) to whom it was disclosed; (c) request such person to agree in writing not to disclose the information; and (d) use good faith efforts to retrieve all copies of documents and things containing the inadvertently disclosed information. The executed undertaking shall be served promptly

upon the producing party.

8. This Confidentiality Agreement shall not be construed to prevent any party, subject to the procedures set forth in this Confidentiality Agreement, from offering Discovery into evidence at the trial or in connection with any motions, but any party may apply to the Judge for a mechanism to maintain the confidentiality of Discovery.

9. Neither the taking of any action in accordance with the provisions of this Confidentiality Agreement, nor the failure to object thereto, shall be construed as a waiver of any claim or defense in this Action. Moreover, this Confidentiality Agreement shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery.

10. The Confidentiality Agreement shall extend beyond the final conclusion of this Action, and shall remain in full force and effect unless and until modified, superseded, or terminated by the parties in writing.

11. Within ninety (90) days of the final decision in or settlement and dismissal of this Action, or a determination of any Appeal, the parties and their counsel shall return all Discovery to opposing counsel except that counsel for the parties shall be entitled to retain litigation papers, transcripts and attorney work products (including portions of any such papers that contain or discuss Discovery), and hearing exhibits providing that such counsel and employees of such counsel shall not disclose such papers or attorney work products to any person except pursuant to court order or approval by opposing counsel.

HEALY &amp; BAILLIE, LLP Fax:12124250131

Oct 11 2005 11:20

P.09

12. This order is without prejudice to the right of either party to seek greater protection of discovery material beyond the scope of this order.

13. This Agreement may be signed in separate counterparts and transmitted by facsimile transmission, each of which when executed and delivered shall be the original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Dated: October \_\_\_\_, 2005

Goodkind Labaton Rodoff &amp; Sucharow LLP

By: Joseph H. Einstein (JE-9872)  
Counsel for Plaintiff JAY HOGE

Dated: October \_\_\_\_, 2005

Gusrae Kaplan Bruno &amp; Nusbaum PLLC

By: \_\_\_\_\_

Cirino Bruno (CB-1192)  
Counsel for Defendant  
HARBOR CONSULTANTS LTD.

Scaled documents may be unscaled, upon notice to the parties, pursuant to further order of the Court.

SO ORDERED: 

Hon. Harold Bacr, Jr. U.S.D.

Date: 10/21/05

284111.1

Healy &amp; Baillie LLP

By: Alan Trachtman (AT-2742)  
Counsel for Defendant  
LAIDLAW & CO. (UK), LTD.

12. This order is without prejudice to the right of either party to seek greater protection of discovery material beyond the scope of this order.

13. This Agreement may be signed in separate counterparts and transmitted by facsimile transmission, each of which when executed and delivered shall be the original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Dated: October \_\_\_\_, 2005

Goodkind Labaton Rodoff & Sucharow LLP

By: \_\_\_\_\_

Joseph H. Einstein (JE-9372)

Counsel for Plaintiff JAY HOGE

Dated: October 10<sup>th</sup>, 2005

Gusrae Kaplan Bruno & Nussbaum PLLC

By: \_\_\_\_\_

Cirino Bruno (CB-1192)

Counsel for Defendant

HARBOR CONSULTANTS LTD.

Sealed Documents may be unsealed, upon notice to the parties, pursuant to further order of the Court.

SO ORDERED:

Hon. Harold Baer, Jr., U.S.D.J.

Date: 10/21/05

284111.1

Healy & Baillie LLP

By: \_\_\_\_\_

Alan Trachtman (AT-2742)

Counsel for Defendant

LAIDLAW & CO. (UK), LTD.

12. This order is without prejudice to the right of either party to seek greater protection of discovery material beyond the scope of this order.

13. This Agreement may be signed in separate counterparts and transmitted by facsimile transmission, each of which when executed and delivered shall be the original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Dated: October \_\_\_\_, 2005

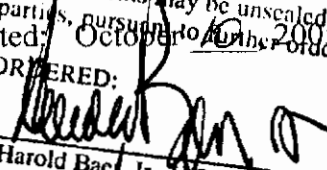
Goodkind Labaton Rodoff & Sucharow LLP

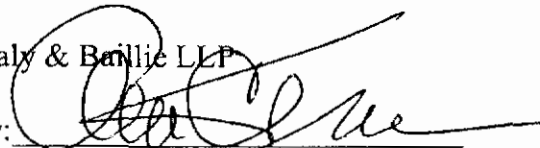
By: \_\_\_\_\_  
Joseph H. Einstein (JE-9872)  
Counsel for Plaintiff JAY HOGE

Dated: October \_\_\_\_, 2005

Gusrae Kaplan Bruno & Nusbaum PLLC

By: \_\_\_\_\_  
Cirino Bruno (CB-1192)  
Counsel for Defendant  
HARBOR CONSULTANTS LTD.

*Scaled documents may be unsealed upon notice to the parties, pursuant to Rule 6(e) of the Court.*  
Dated: October 10, 2005  
SO ORDERED:  
  
Hon. Harold Bac, Jr., U.S.D.J.  
Date: 10/21/05

Healy & Baillie LLP  
By:   
Alan Trachtman (AT-2742)  
Counsel for Defendant  
LAIDLAW & CO. (UK), LTD.

Dated: October 10, 2005

Kuzman Eisenberg Corbin Lever &  
Goodman LLP

By: 

Martin Russo (MR-4134)  
Counsel for Defendants  
STEVEN SANDS and  
MARTIN SANDS

~~SO ORDERED~~

~~\_\_\_\_\_  
U.S.D.J.~~

*Scaled documents may be unsealed, upon notice to  
the parties, pursuant to further order of the Court.*

~~SO ORDERED:~~

~~Hon. Harold Baer, Jr., U.S.D.J.~~

~~Date: \_\_\_\_\_~~

Exhibit B



WHEREAS, it may be necessary or desirable to reveal confidential and/or proprietary documents and/or information of Defendants (as hereinafter defined) and/or Plaintiff (“Confidential Information”) during the course of such supplemental proceedings or in a subsequent action or

proceeding brought to recover upon or collect the Judgment from Defendants or related or unrelated third-parties (hereinafter collectively "Collection Proceedings"); and

WHEREAS, the parties wish to protect against the disclosure and dissemination of Confidential Information to unauthorized third parties or the public at large and to prevent the use thereof for any purpose unrelated to the Collection Proceedings; and

WHEREAS, this Confidentiality Agreement ("Confidentiality Agreement") is voluntarily entered into by and among (a) Plaintiff and (b) Sands Brothers & Co., Ltd, Stephen Soler, and the various persons and/or entities set forth in Schedule A which is annexed hereto (hereinafter collectively "Defendants");

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. This Confidentiality Agreement covers the production and use of Confidential Information provided during the course of Collection Proceedings and thereafter.

2. Documents and information produced in the course of Collection Proceedings (either formally or informally) by Defendants and/or Plaintiff which is deemed to be Confidential Information shall be designated as such in writing and/or by stamping the documents confidential by the party providing such information. No information shall be deemed to be or treated as Confidential Information unless and until it is so designated.

3. Confidential Information shall be retained by the parties' respective counsel and, except with express written agreement of counsel that provided the Confidential Information, shall not be used or disclosed except as provided in this Confidentiality Agreement.

4. Confidential Information shall be used solely in connection with Collection Proceedings.

5. Access to such Confidential Information shall be limited to the following categories of persons: (a) counsel for the parties, (b) said counsels' paralegals, secretarial, and clerical staff, (c) Plaintiff and Defendants, (d) persons engaged in preparing transcripts of testimony of depositions, hearings, or trials of Collection Proceedings, (e) the Judge presiding over Collection Proceedings, his or her staff, and the jury, if applicable, (f) court personnel who receive and file papers in a Collection Proceeding, and (g) any accountant, expert, or advisor (and persons employed or others utilized by them) engaged by Defendants and/or Plaintiff to assist with a Collection Proceeding.

6. Whenever Defendants and/or Plaintiff wish to provide a person other than those designated in Section 5 above with access to Confidential Information, counsel for Defendants and/or Plaintiff must identify in writing the person for whom authorization is sought to opposing counsel at least five (5) business days prior to disclosing any Confidential Information to such person. Such written identification shall be accomplished by notifying all counsel in writing of the person's name, address, place of employment, and employment history. Notification shall be by facsimile or overnight mail to counsel for Defendants and/or Plaintiff. Following notification, counsel for Defendants and/or Plaintiff shall have three (3) business days within which to object to such person receiving Confidential Information, but any objection shall not be made arbitrarily or unreasonably. Such written notification shall include a statement of the reasons for such objection. Failure to object within the aforementioned three (3) business days shall be deemed a waiver of objection, but shall not preclude any later objection to the particular person's continued access to Confidential Information where facts suggesting a basis for objection are subsequently learned by Defendants and/or Plaintiff, or their counsel. The parties acknowledge that the purpose of this paragraph is to protect their Confidential Information, and not to put any

of them in a position of being able to select one of the other party's experts. If a dispute arises regarding disclosure of the whole or any portion of any Confidential Information belonging to any party, the party objecting to such disclosure must demonstrate that the information sought to be protected cannot be adequately protected by compliance with paragraph 8. No Confidential Information shall be disclosed to such person until (a) Defendants and/or Plaintiff has had an opportunity to object and (b) any dispute that may arise over authorizing such person to receive Confidential Information has been resolved in accordance with paragraph 7 below.

7. Any dispute under Section 6 of this Agreement may be resolved by the Court in the captioned matter or any Court in which a Collection Proceeding is pending.

8. Prior to any person or entity specified in Sections 5(g) being furnished with such Confidential Information, such person or entity shall be advised of the terms of this Confidentiality Agreement and shall execute and deliver to counsel for the party providing such Confidential Information to such person an acknowledgement that such person or entity has been provided with a copy of this Confidentiality Agreement and agrees to be bound by its terms and conditions.

9. Except as required by law or legal process, or to obtain tax or legal advice, anyone receiving Confidential Information hereunder shall not disclose Confidential Information to any person to whom disclosure is not authorized by the terms of this Confidentiality Agreement.

10. This Confidentiality Agreement shall not be construed to prevent any party, subject to the procedures set forth in this Confidentiality Agreement, from using Confidential Information in a Collection Proceeding including but not limited to, use (either as exhibits or by reference to facts contained therein, or both) in pleadings, affidavits, memoranda of law,

depositions, and at trial. Any party may apply to the Judge for a mechanism to maintain the confidentiality of said Confidential Information.

11. Any party may move in this Court or in any Court in which a Collection Proceeding is pending for an Order vacating, modifying, or extending any designation of information as Confidential Information, or for any other appropriate relief with respect to enforcing, modifying, or terminating this Confidentiality Agreement.

12. Neither the taking of any action in accordance with the provisions of this Confidentiality Agreement, nor the failure to object thereto, shall be construed as a waiver of any right, claim, or defense in any Collection Proceeding. Moreover, failure to designate materials as Confidential Information in accordance with this Confidentiality Agreement and failure to object to a designation at a given time, shall not preclude the filing of a motion at a later date seeking to impose such designation or challenging the propriety thereof. This Confidentiality Agreement shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery other than on the ground that it is confidential.

13. This Confidentiality Agreement shall extend beyond the final conclusion of this Action, and shall remain in full force and effect unless and until modified, superseded, or terminated by the parties in writing.

14. Within ninety (90) days of the final decision (including all appeals) of all Collection Proceedings and payment of all sums due on the Judgment or as a result of a settlement which results in a satisfaction of the Judgment, the parties and their counsel shall return all Confidential Information to the party who supplied it except that counsel for the parties shall be entitled to retain litigation papers including, but not limited to, transcripts, attorney work products (including portions of any such papers that contain or discuss Confidential

Information), deposition or trial transcripts, affidavits, and exhibits, providing that such counsel and employees of such counsel shall not disclose such papers or attorney work products to any person except pursuant to court order or approval by opposing counsel.

15. This Confidentiality Agreement may be signed in counterparts and by facsimile.

Dated: January 2005

Gusrae Kaplan Bruno & Nusbaum, PLLC  
Attorneys for Defendants and  
Persons and Entities listed on Schedule A.

By: §  
Cirino M. Bruno (CM-1192)  
120 Wall Street  
New York, New York 10005-3977  
(212) 269-1400

Dated: January 2005

Goodkind Labaton Rudoff & Sucharow LLP  
Attorneys for Plaintiff

By: §  
Joseph H. Einstein (JE-9872)  
100 Park Avenue  
New York, New York 10017  
(212) 907-0700



**SCHEDULE A**

- (1) Sands Brothers International, Ltd.
- (2) Sands Brothers Venture Capital LLC
- (3) Marc S. Koplik
- (4) SB Opportunity Technology Management Offshore LLC
- (5) Sands Brothers Venture Capital (IV) LLC.
- (6) Sands Brothers Asset Management Inc.
- (7) Select Access III LLC
- (8) Sands Brothers Group LLC
- (9) Sands Brothers Venture Capital II LLC
- (10) Scout Associates LLC
- (11) Sands Brothers Venture Capital III LLC

Exhibit C



Direct Dial: (212) 907-0843  
Direct Fax: (212) 883-7043  
[jeinstein@labaton.com](mailto:jeinstein@labaton.com)

Cirino M. Bruno, Esq.  
Alan C. Trachtman, Esq.  
Martin P. Russo, Esq.  
March 2, 2006  
Page 4

9. This agreement and all related documents and its terms shall be treated by all parties as confidential and shall not be revealed except for legal or tax advice, or pursuant to legal process. Prompt notice of any disclosure pursuant to legal process shall be provided to all other parties, with as much advance notice as is reasonably practicable. The Confidentiality Agreement entered into in connection with the Supplemental Proceeding and the Confidentiality Agreement as So Ordered by the Court in the Action shall remain in full force and effect. Unless the Action is recommenced, and subject to any outstanding subpoena, court order, or other legal process, within 60 days after release of the escrow funds to Hoge, plaintiff and its counsel shall destroy all documents received by them in discovery in the Supplemental Proceeding and the Action. The provisions of this paragraph also shall apply to the firm of Aidikoff, Uhl & Bakhtiari.

10. This letter agreement is entered into by each of the signatories knowingly and without coercion. Each party has consulted with counsel and had the opportunity to consult with counsel.

11. Nothing contained herein shall be construed as an admission of liability, nor shall it be construed as a statement of fact, or as a representation of the parties, or as a statement of the parties' position in the Action.

12. Any action shall be given by the parties to counsel, and no action shall be taken by the parties without the advice of counsel.

13. The parties and counsel shall execute and deliver all documents as may be required by the court in the Action.

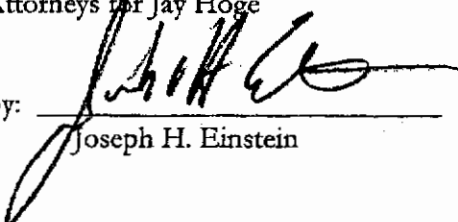
14. This letter agreement sets forth the understanding of the parties. It may not be amended except by an agreement in writing, signed by the parties and their counsel.

15. This letter agreement may be executed in counterparts and by facsimile.

Sincerely,

Labaton Sucharow & Rudoff LLP  
Attorneys for Jay Hoge

By:

  
Joseph H. Einstein

**Labaton  
Sucharow**

Cirino M. Bruno, Esq.  
Alan C. Trachtman, Esq.  
Martin P. Russo, Esq.  
March 2, 2006  
Page 5

AGREED TO:

Gustae Kaplan Bruno & Nusbaum, PLLC  
Attorneys for Harbor Consultants, Ltd.  
and Stephen Soler

By: 

Cirino M. Bruno, Esq.

120 Wall Street  
New York, NY 10005-3977  
212-269-1400

Healy & Baillie, LLP  
Attorneys for Laidlaw & Co. (UK) Ltd.

By: \_\_\_\_\_

Alan C. Trachtman, Esq.

61 Broadway  
New York, NY 10006-2834  
212-943-7980

Kuzman Eisenberg Corbin Lever  
& Goodman, LLP  
Attorneys for Steven Sands and Martin Sands

By: 

Martin P. Russo, Esq.

675 Third Avenue  
New York, NY 10017  
212-661-2150

**Labaton  
Sucharow**

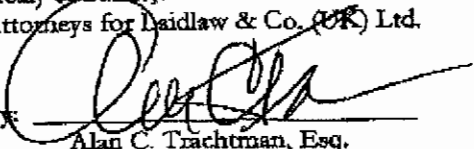
Cirino M. Bruno, Esq.  
Alan C. Trachtman, Esq.  
Martin P. Russo, Esq.  
March 2, 2006  
Page 5

AGREED TO:

Gusrae Kaplan Bruno & Nusbaum, PLLC  
Attorneys for Harbor Consultants, Ltd.  
and Stephen Soler

By: \_\_\_\_\_  
Cirino M. Bruno, Esq.  
120 Wall Street  
New York, NY 10005-3977  
212-269-1400

Healy & Baillie, LLP  
Attorneys for Daidlaw & Co. (UK) Ltd.

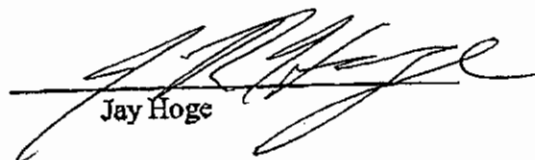
By:  \_\_\_\_\_  
Alan C. Trachtman, Esq.  
61 Broadway  
New York, NY 10006-2834  
212-943-7980

Kuzman Eisenberg Corbin Lever  
& Goodman, LLP  
Attorneys for Steven Sands and Martin Sands

By: \_\_\_\_\_  
Martin P. Russo, Esq.  
675 Third Avenue  
New York, NY 10017  
212-661-2150

**Labaton  
Sucharow**

Cirino M. Bruno, Esq.  
Alan C. Trachtman, Esq.  
Martin P. Russo, Esq.  
March 2, 2006  
Page 6

  
Jay Hoge

Harbor Consultants Ltd., formerly  
known as Sand Brothers & Co. Ltd.

By: \_\_\_\_\_  
Name:  
Title:

Laidlaw & Co. (UK), Ltd., formerly  
known as Sands Brothers International Ltd.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Steven Sands

\_\_\_\_\_  
Martin Sands

\_\_\_\_\_  
Stephen Soler

**Labaton  
Sucharow**

Cirino M. Bruno, Esq.  
Alan C. Trachtman, Esq.  
Martin P. Russo, Esq.  
March 2, 2006  
Page 7

Agreed to as to paragraph 9  
Aidikoff, Uhl & Bakhtiari

By 

Name: Ryan K. Bakhtiari  
Title: Partner

JHE/bs

MAR-14-2006 09:16

KECLG, LLP \*\*\*NY\*\*\*

212 949 6131

P.10

MAR-06-2006 13:55

KECLG, LLP \*\*\*NY\*\*\*

212 949 6131 P.87

Claudio M. Bruno, Esq.  
 Allen C. Tischman, Esq.  
 Martin P. Russo, Esq.  
 March 2, 2006  
 Page 6

---

Jay Hoge

Harbor Consultants Ltd., formerly  
 known as Sand Brothers & Co. Ltd.

By: 

Name:

Title:

HOWARD BENDELAC  
 PRESIDENT

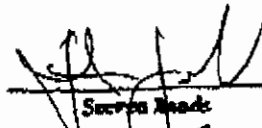
Laidlaw & Co. (UK) Ltd., formerly  
 known as Sands Brothers International Ltd.

By: 

Name:

Title:

ROGERS BARQUERO  
 PRESIDENT



Steven Meade



Martin Sands

---

Stephen Soler

Labaton  
 Sucherow

MAR-14-2006 09:17  
MAR-14-2006 14:00

KECLG, LLP \*\*\*NY\*\*\*  
KECLG, LLP \*\*\*NY\*\*\*

212 949 6131 P.11  
212 949 6131 P.11

Cirino M. Bruno, Esq.  
Alan C. Trachtenman, Esq.  
Martin P. Russo, Esq.  
March 2, 2006  
Page 6

\_\_\_\_\_  
Jay Hoge

Harbor Consultants Ltd., formerly  
known as Sand Brothers & Co. Ltd.

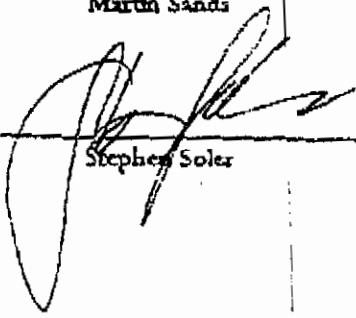
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Laidlaw & Co. (UK), Ltd., formerly  
known as Sands Brothers International Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Steven Sands

\_\_\_\_\_  
Martin Sands

  
\_\_\_\_\_  
Stephen Soler

**Labaton  
Sucharow**



03/07/2006 10:30  
11-106-2006 14:43

12128094147

G K B &amp; N PLLC

KECLG, LLP \*\*\*NY\*\*\*

212 949 6131

P.02

ATTORNEYS AT LAW

ONE NORTH BROADWAY  
WHITE PLAINS, NY 10601  
TEL: (914) 285-9100  
FAX: (914) 285-8851

675 THIRD AVENUE 18TH FLOOR  
NEW YORK, NEW YORK 10017

**MARTIN P. RUSSO, P.C.**  
Partner  
*[mrusso@kclaw.com](mailto:mrusso@kclaw.com)*

OTHER LOCATIONS:  
FORT LAUDERDALE, FLORIDA  
LONDON, ENGLAND  
GENEVA, SWITZERLAND

TEL: (212) 661-2150  
FAX: (212) 949-6131

March 6, 2006

**By Facsimile**

**Alan C. Trachtman**  
**Healy & Baillie, LLP**  
61 Broadway  
New York NY 10006-2834

Cirino Bruno  
Gusrae Kaplan & Bruno, PLLC  
120 Wall Street  
New York NY 10005

Joseph H. Einstein  
Goodkind Labaton Rudoff & Sucharow LLP  
100 Park Avenue  
New York, NY 10017

**Phil Aidékoff**  
Aidikoff, Uhl & Bakhtiari  
74770 U.S. Highway 11 #201  
Indian Well, CA 92210-7127

Re: Hoge v. Harbor Consultants Ltd., et al.  
Case No.: 05CV3849

**Gentlemen:**

I write to confirm our discussion clarifying terms contained in the letter agreement, dated March 2, 2006 between the parties.

[REDACTED]  
[REDACTED] b6  
[REDACTED] b7C  
[REDACTED] b7D

b6  
b7C  
b7D

[REDACTED] b6  
[REDACTED] b7C  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

03/07/2006 10:30 12128094147

G K B &amp; N PLLC

PAGE 03/05

MAR-06-2006 14:43

KECLG: LLP \*\*\*NY\*\*\*

212 949 6131 P.03

KURZMAN EISENBERG CORBIN LEVER &amp; GOODMAN, LLP

Alan Trachtman

Cirino Bruno

Joseph Einstein

March 6, 2006

Page 2

Finally, with respect to Item 9, it is agreed that reasonable advance notice shall not be less than five (5) days, unless otherwise required by Court Order, in which case notice shall be given as soon as possible, and prior to delivery. It further is agreed that Plaintiff and his counsel shall make available for pick up by defendants (at their expense) all documents received by them in discovery in the Supplemental Proceeding and the Action on the 91<sup>st</sup> day after Plaintiff's counsel receives the funds described in Item 1 of the letter agreement [REDACTED]

Please indicate your agreement by signing below and returning this letter to me by facsimile.

Sincerely,



Martin P. Russo

Acknowledged and Agreed to:

Healy &amp; Baille, LLP

Attorneys for Laidlaw &amp; Co. (UK) Ltd.

By: \_\_\_\_\_

Alan C. Trachtman

61 Broadway

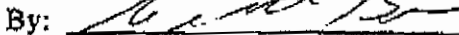
New York NY 10006-2834

212-943-7980

Gusrae Kaplan Bruno &amp; Nusbaum, PLLC

Attorneys for Harbor Consultants, Ltd.

And Stephen Soler

By: 

Cirino M. Bruno

120 Wall Street

New York, New York 10005-3977

212-269-1400

HEALY & BAILLIE, LLP Fax: 212-425-0359  
MAR-06-2006 14:51 KECLG, LLP \*\*\*NY\*\*\*

Mar 14 2006 13:51 P.13  
212 949 6131 P.03/04

KURZMAN EISENBERG CORBIN LEVER & GOODMAN, LLP  
Alan Trachtman  
Cirino Bruno  
Joseph Einstein  
March 6, 2006  
Page 2

Finally, with respect to Item 9, it is agreed that reasonable advance notice shall not be less than five (5) days, unless otherwise required by Court Order, in which case notice shall be given as soon as possible, and prior to delivery. It further is agreed that Plaintiff and his counsel shall make available for pick up by defendants (at their expense) all documents received by them in discovery in the Supplemental Proceeding and the Action on the 91<sup>st</sup> day after Plaintiff's counsel receives the funds described in Item 1 of the letter agreement (i.e., \$425,000).

Please indicate your agreement by signing below and returning this letter to me by facsimile.

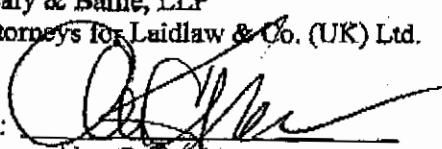
Sincerely,



Martin P. Russo

Acknowledged and Agreed to:

Healy & Baillie, LLP  
Attorneys for Laidlaw & Co. (UK) Ltd.

By:   
Alan C. Trachtman  
61 Broadway  
New York NY 10006-2834  
212-943-7980

Gusrae Kaplan Bruno & Nusbaum, PLLC  
Attorneys for Harbor Consultants, Ltd.  
And Stephen Soler

By: \_\_\_\_\_  
Cirino M. Bruno  
120 Wall Street  
New York, New York 10005-3977  
212-269-1400

KURZMAN EISENBERG CORBIN LEVER & GOODMAN, LLP  
Alan Trachtman  
Cirino Bruno  
Joseph Einstein  
March 6, 2006  
Page 3

Labaton Sucharow & Rudoff LLP  
Attorneys for Jay Hoge

By: 

Joseph H. Einstein  
Goodkind Labaton Rudoff & Sucharow LLP  
100 Park Avenue  
New York, NY 10017  
212-907-0843

Aidekoff, Uhl & Bakhtiari

By: 

Phil Aidekoff  
74770 U.S. Highway 11 #201  
Indian Well, CA 92210-7127  
760-323-8801

